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Government of Karnataka

Rs. 200

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| Certificate No. | : | IN-KA002190342673325 |
| Certificate Issued Date | : | 17-Dec-2020 02:39 PM |
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| Purchased by | : | SHRIYA CONSTRUCTION AND CONSULTANCY |
| Description of Document | : | Article 12 Bond |
| Description | : | WORK AGREEMENT |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | SHRIYA CONSTRUCTION AND CONSULTANCY |
| Second Party | : | EXECUTIVE ENGINEER BBMP |
| Stamp Duty Paid By | : | SHRIYA CONSTRUCTION AND CONSULTANCY |
| Stamp Duty Amount(Rs.) | : | 200 (Two Hundred only) |

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Authorised Signatories
SAHAKARANAGAR CR CO. OP. SOCIETY
Sahakaranagar, Bangalore-560 092

SHRIYA CONSTRUCTION AND CONSULTANCY IN-KA002190342673325 RS. 200 17-DEC-2020 02:39 PM

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# CONTRACT AGREEMENT

**Agreement No: EE/DD/AGR/** 147**/2020-21** **Dated:** 17.12.2020

**Name of the Work:** Consultancy Services for preparation of Detailed Project Report (DPR) including Survey, designs, drawings, Estimate and tender Documents preparation etc., For the work of Consultancy Services for Preparation of Detailed Project Report for Construction CC drain and other development works at

**Consultant**



**Executive Engineer**
**(Dasarahalli Division )**

Statutory Alert:
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6th cross construction of road footpath and Bagalagunte 9th 10 cross roads drilling of Borewells and pipelines at selected area and Construction and repairs UGD in Bagalagunte ward no 14 in Dasarahalli Assembly constituency

This Contract is entered into on between **The Executive Engineer, Dasarahalli Division**, Dasarahalli Zone, Bangalore-560 073 on one part and **M//s Shriya Construction and Consultancy, (Prop)HEMANTHKUMAR B J, #1133, 3rd Floor, 3rd Stage, B Cross, Yelahanka New Town Bangalore-560 064.** on the other part.

Whereas the BBMP called the Tender vide Tender No. BBMP/EE/DD/AE/E-Procu/19/2020-21. Dated:29.09.2020.

Whereas in response to said notification the above consultant is the lowest Bidder and has quoted **Rs.1,30,000.00/- (Rupees One Lakhs Thirty Thousand Only)** to execute the said work which includes of all applicable taxes.

Whereas the quoted by the above consultant is First Lowest and the same is accepted by the tender accepting authority of the BBMP, Chief Engineer, Dasarahalli Zone,

Whereas, the Client wishes to have the Consultant performing the services hereinafter referred to, and

Whereas, the Consultant is willing to perform these services "Consultancy Services for Preparation of Detailed Project Report for Construction CC drain and other development works at 6th cross construction of road footpath and Bagalagunte 9th 10 cross roads drilling of Borewells and pipelines at selected area and Construction and repairs UGD in Bagalagunte ward no 14 in Dasarahalli Assembly constituency.

**NOW THEREFORE THE PARTIES hereby agree as follows:**

**1. Services:**

i. The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("The Services").

ii. The Consultant shall provide the personnel listed in Attachment B, "Consultant's Personnel" to perform the Services.

iii. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

**2. Term:**

The Consultant shall perform the Services during the effective execution till the completion of allotted work. (i.e., submission of Detailed Project Report, Tender schedule and Bid Documents) within 4 weeks on receipt of comments from BBMP.

**3. Payment:**

**A. Ceiling**

For Services tendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed Rs **Rs.1,30,000.00/- (Rupees One Lakhs Thirty Thousand Only)**

**Consultant**



**Executive Engineer**
**(Dasarahalli Division)**

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**inclusive of all taxes.** This amount has been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.

**B. Schedule of Payments**

The Schedule of payments shall be as under:

i. 50% of Contract Price: On submission of Detailed Project Report along with Estimates for approval.

ii. 50% of Contract Price: On approval of Detailed Project Report & submission of specifications, BOQ and tender documents.

**Note:** All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

**C. Payment Conditions:**

Payment shall be made in Indian Rupees, no later than 90 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

**4. Contract Administration:**

**A. Coordinator:**

The Client designates Executive Engineer (Dasarahalli Division, – Dasarahalli) As Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the consultant and for receiving and approving invoices for the payment.

**B. Reports:**

The Report listed in Attachment B, "Consultant's Reporting Obligations" Shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under Clause 3.

**5. Performance Standards:**

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality:**

The Consultant shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Clients business or operations without the prior written consent of the Client.

**7. Ownership of Material:**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong and remain the property of the Client. The Consultant may retain a copy of such documents and software: but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

**8. Consultant not to be engaged in certain activities:**

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services ( other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

**9. Insurance:-**

**Consultant**



**Executive Engineer**
**(Dasarahalli Division )**

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The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

**10. Assignment:**

The Consultant shall not assign this Contract or to Sub-Contract any portion without the Client's prior written consent.

**11. Law governing the Contract:**

The Contract shall be governed by the Laws of India.

**12. Indemnify the Client:**

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

**Taxes:**

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service Tax payable for providing this Consultancy Services shall be paid / reimbursed by the Client Separately.

**For the Client**

**Signed By:**

**Name and Designation**

Date:
Place:

**For the Consultant**

**Signed By:** Hemanth Kumar B J

**Name and Designation**

Date: 17/12/2020
Place: Bangalore.

**Witnesses:-**

1)

2)

**Consultant**



**Executive Engineer**
**(Dasarahalli Division )**

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